

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

★ JUL 08 2011 ★

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STEVEN SCAGGS, et.al. ,

Plaintiffs-Petitioners,

-against-

NEW YORK STATE DEPARTMENT OF EDUCATION,  
et.al.,

Defendants-Respondents.  
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BROOKLYN OFFICE  
INFANT'S COMPROMISE  
ORDER

Docket No.:  
06cv799(RRM)(WDW)

The Plaintiff-Petitioner, STEVEN SCAGGS, infant by parent and natural guardian LAVONIA SCAGGS, has moved for an Order authorizing and empowering them to compromise and settle the within action, and

Upon reading and filing the affidavit of LAVONIA SCAGGS, mother and natural guardian of the infant, STEVEN SCAGGS, duly verified and acknowledged on August 3, 2010, and the Affirmation of JOANN SQUILLACE, ESQ., duly affirmed on January 3, 2011, and, upon all of the pleadings and proceedings heretofore had herein and after due deliberation having been had thereon,

NOW, on the motion of JOANN SQUILLACE, ESQ., of DRUMMOND & CRAWFORD, PC, attorneys for the Plaintiff-Petitioner STEVEN SCAGGS, infant by mother and natural guardian LAVONIA SCAGGS, herein, it is hereby,

**ORDERED**, that the parents of the infant STEVEN SCAGGS be and are hereby authorized to enter into a compromise of the infant's cause of action for the total sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), in full settlement of this action; and it is further

**ORDERED**, that National Union Fire Insurance Company of Pittsburgh, PA, the liability carrier for Defendants-Respondents Edison Schools, Riverhead Charter School, Riverhead Charter School Board of Trustees, Steven Cohen, Stephen Charkow, Susan Cheatum, Kate Liddle, Arnold Braunskill and George Grigg (hereinafter “the Charter School Defendants-Respondents”), on behalf of the Charter School Defendants-Respondents, shall pay the total sum of **EIGHTEEN THOUSAND DOLLARS (\$18,000.00) (the “Settlement Amount”)** on account of the settlement of the within action to be paid as follows:

a. The sum of **FIVE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$5,999.00)** made payable to DRUMMOND & CRAWFORD, PC as and for the attorneys’ compensation and expenses incurred by said attorneys in the within action; and

b. The balance of the Settlement Amount, to wit, the sum of **TWELVE THOUSAND ONE DOLLARS AND ZERO CENTS (\$12,001.00)**, made payable to the parent and natural guardian of the infant Plaintiff-Petitioner, to wit: LAVONIA SCAGGS, jointly with an officer of Citibank, located at 4175 Veterans Memorial Highway, Ronkonkoma, NY 11779, to be deposited in the said bank in an account, or accounts, yielding the highest rate of interest available, in the name of the parent and natural guardian, in trust for the Infant STEVEN SCAGGS, subject to further ORDER of this Court; and it is further

**ORDERED** that National Union Fire Insurance Company of Pittsburgh, PA will tender payment of the aforementioned settlement on behalf of the Charter School Defendants-Respondents in accordance with the terms of the Stipulation of Settlement entered into by the parties and it is further

**ORDERED**, that upon presentation of proper proof of age to the said depository, that when the infant has reached the age of eighteen (18) years, the depository shall pay upon demand all of the monies in the said account to the infant named therein; and it is further,

**ORDERED**, that the filing of a bond be dispensed with, and it is further

**ORDERED**, that upon full compliance with the terms of this Order, Tara Lee, as mother and natural guardian of said infant be and hereby is authorized and empowered to execute and deliver a General Release to the Defendants on behalf of the infant and to deliver any other instruments necessary to effectuate the settlement herein; and it is further

**ORDERED**, that the attorney for Plaintiff-Petitioner shall serve a copy of this Order upon said depository and shall arrange for the deposit of the funds within ninety (90) days from the date hereof; and is further

**ORDERED**, that no withdrawals, partial or otherwise, will be permitted without further Order of this Court, and it is further

**ORDERED**, that said depository is authorized and directed to maintain at least the maximum percentage of the said fund in a form of deposit in said depository yielding the highest dividend return to the infant, providing that said fund shall be in such a form that it will be all available to the infant upon attaining the age of eighteen (18) years.

ENTER:

s/Roslynn R. Mauskopf

HONORABLE ROSLYNN R. MAUSKOPF

7/8/11